

Foreman

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-220877

DATE: June 25, 1986

MATTER OF: Lieutenant Colonel Robert P. Moore, USAF

DIGEST:

1. The question of whether and to what extent authorized weights have been exceeded in the shipment of household effects by members of the uniformed services is a matter primarily for administrative determination and ordinarily will not be questioned in the absence of evidence showing it to be clearly in error.

2. Evidence of the weight of household effects when placed in nontemporary storage is not determinative of the weight of the goods when taken out of storage. A higher weight upon being taken out of storage and transported to the new duty station may be due to several factors including use of different scales, use of storage materials which are not removed before shipping, moisture absorption while in storage, and heavier containers and packing cases for a transcontinental shipment. The certified weight obtained in connection with the transportation of the goods, not the weight previously obtained for storage purposes, is the controlling weight.

Lieutenant Colonel Robert P. Moore, USAF, questions his liability for excess costs of \$351.56 in connection with the transportation of his household goods upon a permanent change of station.^{1/} The question presented is whether the

^{1/} Lieutenant Colonel Moore has appealed the disallowance of his claim by the General Accounting Office Claims Group in a settlement certificate, dated August 19, 1985.

weight of stored household goods later transported to the member's new station is established by the weight of the goods stored or the higher weight recorded when the goods were transported to the new station. The higher weight obtained incident to the transportation must be applied. Accordingly the member is liable for the excess costs charged.

In July and August 1980, Colonel Moore (Captain Moore at the time), who had just completed a tour of duty in Germany, received three shipments of his household effects at his new duty station, Shaw Air Force Base, South Carolina: a shipment from Germany of 3,940 pounds, another shipment from Germany of 706 pounds, and a shipment from storage in Spokane, Washington, of 8,490 pounds. Thus, Colonel Moore's three shipments had a gross weight of 13,136 pounds before reduction for lost and damaged goods and packing. From this total 183 pounds was deducted for lost and damaged goods^{2/} leaving 12,953 pounds from which a 10-percent packing allowance, 1,296 pounds, was deducted.^{3/} Accordingly, the Air Force determined that Colonel Moore had shipped a total of 11,657 pounds of household effects.

Since members in the grade of Captain were authorized to ship 11,000 pounds of household goods in connection with a change of duty station^{4/} Colonel Moore exceeded his authorized weight allowance by 657 pounds, resulting in an indebtedness of \$351.56 which was collected from his pay. Essentially, the Claims Group's adjudication concurred with the Air Force's factual determination regarding the weights of the shipments exceeding the authorized weight allowances

^{2/} It is to be noted that 113 pounds of this total was listed erroneously as professional books. This error is irrelevant since the net effect of a deduction for professional books is the same as one for loss or damage.

^{3/} See 1 Joint Travel Regulation (JTR), para. M8002-1 (Change 315, March 1, 1980).

^{4/} At the time of the three shipments, Colonel Moore was a Captain and had a maximum entitlement of 11,000 pounds. See 1 JTR para. M8003 (Change 313, March 1, 1979).

by the stated amount resulting in the claimant's indebtedness of \$351.56.

In seeking this review, Colonel Moore alleges that the Air Force erroneously included 588 pounds in its determination of the net weight of his household goods. He first alleges that the Air Force failed to give him credit for 183 pounds of lost or damaged goods. Next he points out that his shipment of 8,490 pounds from Spokane had been in nontemporary storage and had a net weight of 8,085 pounds, some 405 pounds less, when placed in nontemporary storage. Thus, he alleges that the weight of his household goods was in error by 588 pounds (183 pounds plus 405 pounds).

Regarding Colonel Moore's allegation that he was not given credit for 183 pounds of lost or damaged goods, this simply is factually incorrect. As previously noted he did receive credit for 183 pounds of lost or damaged goods. Perhaps, the claimant was confused by the references to three separate losses, one from each shipment, which totaled 183 pounds.

When Colonel Moore's goods went into nontemporary storage, the goods were weighed in at 8,085 pounds. When the goods were removed from storage, the carrier weighed them at 8,490 pounds. A reweigh of the goods at destination resulted in a weight of 8,760 pounds. The Air Force used the weight of 8,490 pounds in determining the weight of the shipment for purposes of applying the total weight limitation.

Section 406 of title 37, United States Code, provides for the transportation of household effects of members of the uniformed services to and from such places and within such weight allowances as may be prescribed by the Secretary concerned. Implementing regulations are contained in Chapter 8, 1 JTR. Under this law and regulations, the question of whether and to what extent authorized weights have been exceeded in the shipment of household effects is a matter primarily for administrative determination. We ordinarily do not question an administrative determination in that regard in the absence of evidence showing it to be clearly in error. See, e.g., Major General William C. Burrows, USAF, B-198264, May 6, 1980, and cases cited.

While not a common event, we previously have had cases in which the weight of goods when placed in storage differed significantly from the weight of the goods when taken out of storage. B-156988, April 10, 1967; B-153673, June 8, 1964. In the 1967 case, the goods when placed in storage were weighed at 3,400 pounds and the weight was 4,160 pounds some 3-1/2 years later when they were transported. As we noted in not objecting to the Army's determination that the goods transported to the new station weighed 4,100 pounds, not 3,400 pounds:

"* * * The discrepancy between those two figures may be due to one or more of a number of factors such as inaccuracy of the scales at the time the goods were placed in storage, use of special preservative paper by the storage firm and retention thereof upon shipment of the goods, moisture absorption while in storage, use of heavier containers and packing cases for transcontinental motor shipment, etc."

In Colonel Moore's situation, the goods were in storage while he served a tour of duty in Germany after which the goods were shipped from the State of Washington to North Carolina. Consequently, we do not view a difference of 405 pounds, or a 5 percent increase as being unusual.^{5/}

Furthermore, the certified weight of Colonel Moore's household goods which were transported from Spokane to Shaw Air Force Base was 8,490 pounds. The same goods were reweighed at 8,760 pounds. Since these weights were both obtained in connection with the transportation of the household goods they must be the only weights properly used in determining the weight of goods shipped. In accordance with the established rule the lower of the two weights was used as the chargeable weight. The weight previously obtained for purposes of nontemporary storage of the goods was obtained in connection with a different transaction and may not be used as the weight of the goods transported

^{5/} In the 1967 case the increase was approximately 21 percent.

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especially since there is no evidence bringing into question the validity of the weight certificates obtained in connection with the transportation.

Accordingly, there is no basis in fact or law to conclude that the Air Force's determination to use the weight of 8,490 pounds was erroneous. Therefore, there is no basis upon which to authorize Colonel Moore's claim and the action of the Claims Group disallowing the claim is sustained.

Milton J. Auster
for Comptroller General
of the United States